

<i>SERFF Tracking Number:</i>	<i>AGNY-125960672</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Insurance Company of the State of Pennsylvania</i>	<i>State Tracking Number:</i>	<i>#1476899 \$50</i>
<i>Company Tracking Number:</i>	<i>HR-09-03-F</i>		
<i>TOI:</i>	<i>02.1 Crop</i>	<i>Sub-TOI:</i>	<i>02.1001 Crop-Hail Non-Federally Reinsured Only</i>
<i>Product Name:</i>	<i>2009 Arkansas Hybrid Rice Form Filing</i>		
<i>Project Name/Number:</i>	<i>Crop - Supplement/HR-09-03-F</i>		

## Filing at a Glance

Company: The Insurance Company of the State of Pennsylvania

Product Name: 2009 Arkansas Hybrid Rice      SERFF Tr Num: AGNY-125960672      State: Arkansas

Form Filing

TOI: 02.1 Crop

SERFF Status: Closed

State Tr Num: #1476899 \$50

Sub-TOI: 02.1001 Crop-Hail Non-Federally

Co Tr Num: HR-09-03-F

State Status: Fees verified and  
received

Reinsured Only

Filing Type: Form

Co Status:

Reviewer(s): Llyweyia Rawlins,  
Brittany Yielding

Author: Greg Livingston

Disposition Date: 12/30/2008

Date Submitted: 12/23/2008

Disposition Status: Approved

Effective Date Requested (New): 01/05/2009

Effective Date (New): 01/05/2009

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Crop - Supplement

Status of Filing in Domicile: Not Filed

Project Number: HR-09-03-F

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 12/30/2008

State Status Changed: 12/29/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

RE: The Insurance Company of the State of Pennsylvania (ISOP) NAIC# 19429 FEIN 13-5540698

2009 Hybrid Rice Form Filing

Our File Number: HR-09-03-F

SERFF Tracking Number: AGNY-125960672 State: Arkansas  
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Product Name: 2009 Arkansas Hybrid Rice Form Filing  
Project Name/Number: Crop - Supplement/HR-09-03-F

Dear Commissioner:

Attached for your review and approval is our 2009 Hybrid Rice form filing.

The following items are included in this filing:

Arkansas transmittals (attached in Explanatory Memorandum)  
ISOP authorized representative statement (attached in Explanatory Memorandum)  
Final forms (attached in Form Schedule)

Our proposed effective date is January 5, 2009 or upon your approval.

If you have any questions or concerns, feel free to contact me at our office, toll free 866-404-9061, extension 73351.

Sincerely,

Greg Livingston  
Insurance Specialist  
livingstongreg@johndeere.com

## Company and Contact

### Filing Contact Information

John Sheeley, Compliance Manager  
6400 NW 86th Street  
Johnston, IA 50131  
SheeleyJohnE@JohnDeere.com  
(515) 267-3499 [Phone]

### Filing Company Information

The Insurance Company of the State of Pennsylvania	CoCode: 19429	State of Domicile: Pennsylvania
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:

<i>SERFF Tracking Number:</i>	<i>AGNY-125960672</i>	<i>State:</i>	<i>Arkansas</i>
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(212) 770-7000 ext. [Phone]                      FEIN Number: 13-5540698  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Insurance Company of the State of Pennsylvania	\$0.00	12/23/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
1476899	\$50.00	12/23/2008

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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	12/30/2008	12/30/2008

<i>SERFF Tracking Number:</i>	<i>AGNY-125960672</i>	<i>State:</i>	<i>Arkansas</i>
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## Disposition

Disposition Date: 12/30/2008  
Effective Date (New): 01/05/2009  
Effective Date (Renewal):  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

*SERFF Tracking Number:*      *AGNY-125960672*      *State:*      *Arkansas*  
*Filing Company:*      *The Insurance Company of the State of*      *State Tracking Number:*      *#1476899 \$50*  
    *Pennsylvania*  
*Company Tracking Number:*      *HR-09-03-F*  
*TOI:*      *02.1 Crop*      *Sub-TOI:*      *02.1001 Crop-Hail Non-Federally Reinsured*  
    *Only*  
  
*Product Name:*      *2009 Arkansas Hybrid Rice Form Filing*  
*Project Name/Number:*      *Crop - Supplement/HR-09-03-F*

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	Hybrid Rice Policy of Insurance	Approved	Yes
<b>Form</b>	Arkansas Mandatory Endorsement	Approved	Yes
<b>Form</b>	Policy Jacket	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Hybrid Rice Policy of Insurance	CS07HRP P	2007	Policy/CoveNew rage Form			HR0001-Hybrid Rice General Provisions.pdf
Approved	Arkansas Mandatory Endorsement	CS07HRM E	2007	Endorseme New nt/Amendm ent/Condi tions			HR0002-Arkansas Mandatory Endorsement.pdf
Approved	Policy Jacket		2009	Policy/CoveNew rage Form			ISOP Policy Cover-dec08-v2.pdf



# Hybrid Rice Policy of Insurance

The purpose of this policy is to provide *coverage* representative of the historical additional yield demonstrated by hybrid rice above that of *varietal rice*. “**You**” and “**your**” hereinafter refer to the named insured. “**We**” and “**us**” refer to the policy issuing company. This policy is not reinsured by *FCIC*. This policy provides additional coverage, subject to the terms herein, above **your** underlying *MPCI policy*. This is **not** a continuous policy.

## 1. Definitions.

**Acre Guarantee-** The unit’s *approved APH yield* times the coverage level as used for the federal rice *MPCI policy*.

**Actual Production History (APH)** - The simple average yield for a specific insurance unit including both hybrid and varietal rice.

**Approved hybrid rice breeder-** A company that breeds hybrid rice seed that is approved by **us**.

**Attach** – the date that *coverage* becomes effective for the insured crop.

**Best Management Practices (BMP)-**The fertilizing, planting, crop maintenance and harvest practices published by an *approved hybrid rice breeder* via newsletters, handouts, as posted on their website, or recommended by one of their technical services representatives/agronomists.

**Dollar Coverage-** The product of the *Dollar Percentage* times **your** APH times the *MPCI price*. Must be 15% higher than your *MPCI dollar coverage per acre guarantee*.

**Dollar Percentage-** The percentage of the maximum dollar per acre for which **you** wish to cover **your** hybrid rice crop.

**Coverage-** The protection provided by this policy for losses to **your** insured crop.

**FCIC** - The Federal Crop Insurance Corporation, a wholly owned government corporation within USDA, or its administrative arm, the Risk Management Agency.

**Flood irrigation** - An irrigated practice commonly used for rice production whereby the planted acreage is intentionally covered with water that is maintained at a uniform and shallow depth throughout the growing season.

**Harvest** - Combining or threshing the rice for grain. A crop that is swathed prior to combining is not considered harvested.

**Hybrid Rice Seed-** Rice seed that was created by crossing two rice genetic lines to produce a new hybrid.

**Maximum dollar per acre-**The product of **your** APH times the *MPCI price*. Calculated on a per unit basis.

**MPCI policy-** An Actual Production History (APH), Crop Revenue Coverage (CRC), Income Protection (IP), or Revenue Assurance (RA) policy approved under the Federal Crop Insurance Act and reinsured by FCIC.

**MPCI Dollar per Acre Guarantee-** The product of **your** rice APH times **your** MPCI coverage level times the rice *MPCI price*. Calculated on a per unit basis.

**MPCI price-** 100% of the annual price established by the Federal Crop Insurance Corporation used to establish coverage for **your** *MPCI policy*. If **you** have a CRC or RA policy, the *MPCI price* will be set at the spring price for all coverage and loss calculations.

**Planted** - The uniform placement of an adequate amount of *hybrid rice seed* into a prepared seedbed by one of the following methods:

- (a) Drill seeding - Using a grain drill to incorporate the seed to a proper soil depth;
- (b) Broadcast seeding - Distributing seed evenly onto the surface of an un-flooded seedbed followed by either timely mechanical incorporation of the seed to a proper soil depth in the seedbed or flushing the seedbed with water; or
- (c) Broadcast seeding into a controlled flood – Distributing the rice seed onto a prepared seedbed that has been intentionally covered to a proper depth by water. The water must be free of movement and be completely contained on the acreage by properly constructed levees and gates. Acreage seeded in any other manner will not be insurable unless otherwise provided by the Special Provisions.

**Varietal Rice-** Rice that is grown from seed that is created by crossing one genetic line with itself. Also called Conventional rice.

**Saline water** - Water that contains a concentration of salt sufficient to cause damage to the insured crop.

**Second crop rice** - The regrowth of a stand of rice following harvest of the initially insured rice crop that can be harvested in the same crop year.

**Swathed** - Severance of the stem and grain head from the ground without removal of the rice kernels from the plant and placing in a windrow.

## 2. Unit Division.

The unit structure on this policy will be the same as on **your** *MPCI policy*. However, for the purposes of this policy only the hybrid rice acres within such unit will be insurable.

## 3. Coverage Guarantee

The coverage afforded under this policy shall be established on a unit basis. **You** will be allowed to choose a percentage of the *maximum dollar per acre* not to exceed 100%. This same percentage will be applied to all of **your** units. The resulting *dollar coverage* must be at least 15% above your *MPCI dollar per acre guarantee* for each unit.

- (a) If **you** have a CRC or RA policy underlying this policy, the spring price will be used to determine the maximum *chosen dollar per acre* coverage **you** can choose and the revenue to count.

(1) **This policy does not provide price protection.** See section 16(d) for examples.

- (b) If **you** harvest *second crop rice*, those yields must be included in determining **your** unit’s APH and production to count. **You** must notify **us** of **your** intent to produce and harvest *second crop rice* by the MPCI Acreage Reporting date for rice.

(1) If **we** determine **you** are not in compliance with section 3(b), **we** reserve the right to terminate this policy.

- (2) If **you** have harvested *second crop rice* on a unit two of the last four years, then **you** must continue to do so for the purposes of this policy, unless prevented from doing so by an insurable cause of loss as defined in section 13. If **you** choose not to maintain and harvest *second crop rice*, then **we** will substitute in the unit's APH to represent your hybrid rice production to count for the current year. However, **your** actual harvested production will be used in **your** APH for the following year.

#### 4. Eligibility for coverage

To be eligible for coverage under this policy:

- (a) **You** must have an *MPCI policy* covering all planted rice acreage for the same county. **You** must likewise insure all of your hybrid rice crop grown in the county under this policy (unless grown on acreage not insurable under this policy).
- (b) **You** must plant, maintain and harvest **your** hybrid rice crop in accordance with established *Best Management Practices* as defined by the *approved hybrid rice breeder*.
- (c) **You** must only plant hybrid rice seed that is provided by an *approved hybrid rice breeder*.
- (d) Unless otherwise specified herein, **you** must, at all times, be in compliance with the requirements of **your** *MPCI policy*, as well as the rules, regulations, practices and procedures of *FCIC*;
- (e) You must have 4 or more actual yields in the APH. Any unit utilizing T-yields or assigned yields is not insurable under this policy.
- (f) **You** must keep **your** harvested hybrid rice production stored separately from all non-hybrid rice in the unit. All units of hybrid rice must also be stored separately from one another. Otherwise any scale tickets **you** provide must still show separate hybrid rice production by unit.
- (g) **You** agree to allow **us** to review **your** records to establish **your** compliance with policy BMP requirements as defined by the approved hybrid rice breeder.
- (h) **You** agree to allow **us** to perform a growing season inspection to establish the presence and health of the hybrid rice in the fields **you** have identified for coverage under this policy.

#### 5. Contract Changes.

**We** have the right at any time *coverage* is in effect to change any or all terms or conditions of the policy, subject to the following:

- (a) Any change adopted by **us**, which extends or broadens the coverage under this policy without additional premium will apply and will be extended to **your** benefit automatically.
- (b) For any such policy changes, a written notice will be delivered to **you** via First Class United States Mail addressed to **you** at the last mailing address on file with **us**. Any such change will become part of the policy and will be final and binding on **you** and **us**.

#### 6. Policy Effective Date

This policy will not go into effect, and no *coverage* will *attach*, unless **you** and **your** authorized agent complete, sign, and transmit to us, **your** application for this policy by the current MPCI sales closing date for rice, and **we** approve **your** application.

#### 7. Life of Policy, Termination, Penalties.

This policy covers only a single crop year and, therefore, is non-continuous. **You** must apply each year you wish to have this policy. The policy period begins upon the date **your** application is approved by **us** and ends on October 31st of the calendar year in which the crop was grown. The coverage period begins and ends in accordance with Section 11. **We** reserve the right to terminate this policy and the coverage hereunder at any time based upon **your** failure to maintain compliance with the terms and conditions of **your** *MPCI policy* as well as this policy, including but not limited to following the *Best Management Practices* defined by the *approved hybrid rice breeder*.

#### 8. Cancellation of Insurance

- (a) **You** may cancel this policy at any time up until the rice sales closing date specified by *FCIC* for **your** county by providing written notice to **us**. Such cancellation will be effective at whatever date **you** request after the date **you** provide such notice. All premium for this policy is earned as of the date coverage *attaches* as defined in Section 11.
- (b) **We** may cancel all or any part of this policy at any time by notifying **you** in writing at least 10 days before the date and hour such cancellation takes effect. If **we** cancel all or any part of this policy, **we** will return no more than the prorated unused share of the premium paid for the amount of coverage per acre on the portion canceled. The cancellation will be effective at the time stated in such notice without regard to whether **we** have made or offered such return at that time.

#### 9. Reports and Records

**You** must timely provide **us** such documentation as is necessary to administer this policy, including:

- (a) A signed current year application for this policy;
- (b) A signed Acreage Report reporting planted hybrid rice acres and plant dates by unit, and FSA 578's highlighting **your** fields that were planted to hybrid rice and insured under this policy.
- (c) Records of production, segregated by unit, needed for the settlement of claims, including sales documentation of all transactions.
- (d) Records providing evidence that *Best Management Practices* were executed in **your** hybrid rice fields.

#### 10. Insured Crop.

The crop insured will be all of your hybrid rice in the county for which a premium rate is provided by the actuarial documents:

- (a) In which **you** have a share;
- (b) That is planted for harvest as grain;
- (c) That is flood irrigated; and
- (d) That is not wild rice.

#### 11. Coverage Period

*Coverage attaches* the later of the date that **we** approve **your** application or the date the insured crop is planted and ends the earlier of: 1) *harvest* of the planted acreage ; 2) **abandonment of the crop**; 3) **destruction of the crop**; or 4) October 31 of the calendar year in which the insured crop was planted. This policy does not provide *coverage* for post-combining activities such as field transportation, handling, storage or delivery, by and between the field of production, and/or **your** storage facilities.

## 12. Insurable Acreage.

Except for those conditions and exclusions detailed in sections 4 and 14, all acreage on which hybrid rice is grown in the county listed on **your** application for coverage will be insurable under this policy.

## 13. Causes of Loss.

(a) Insurance is provided only against diminished yield attributable to the following unavoidable causes of loss that occur during the coverage period:

- (1) Adverse weather conditions (except drought);
- (2) Fire;
- (3) Insects, but not damage due to insufficient or improper application of pest control measures;
- (4) Plant disease, but not damage due to insufficient or improper application of disease control measures;
- (5) Wildlife;
- (6) Earthquake;
- (7) Volcanic eruption; or
- (8) Failure of the irrigation water supply if caused by an insured cause of loss specified in sections 13(a)(1) through (7), drought, or the intrusion of *saline water*.

(b) We will not insure against any loss of production due to the application of *saline water*, except as specified in section 13(a) (8) of these crop provisions.

## 14. Exclusions

- (a) High Risk or Unrated Land, as determined by the *FCIC* is not insurable under this policy.
- (b) Land or rice crops not insured on **your MPCl policy**, or land or rice crops insured under a written agreement with *FCIC* will not be insurable under this policy.
- (c) There is no replanting payment available under this policy. However, **you** may be required to replant under the requirements of **your MPCl policy**.
- (d) This policy does not provide coverage for prevented planting.
- (e) This policy does not provide price protection. Refer to section 3(a)(1) for more details.
- (f) This policy does not provide coverage for hybrid rice planted after the MPCl final plant date.
- (g) This policy does not insure hybrid rice identified as grown using an organic practice on **your MPCl policy**.

## 15. Duties in the Event of Damage or Loss

### (a) **Your Duties:**

**We** recognize and apply the same standards and requirements of **your** underlying rice *MPCl policy*. Also in accordance with the requirements of section 14 (Duties in the Event of Damage or Loss) of the Basic Provisions of **your MPCl policy**, the representative samples of the unharvested crop must be at least 10 feet wide and extend the entire length of each field of hybrid rice in the unit. The samples must not be harvested or destroyed until the earlier of **our** inspection or 15 days after harvest of the balance of the unit is completed.

### (b) **Our Duties**

- (1) **We** will provide a proof of loss statement on a form attested to by **you** following the adjustment of a claim documenting **your** loss and will pay **your** loss within 30 days after:

(A) **We** reach agreement with **you**;

(B) The entry of a final court judgment; or

(C) The filing of any appraisal award with **us** as outlined in Section 18 (a)(5).

- (2) **We** will pay **your** loss to **you**, in accordance with **your** most recent Summary of Coverage, along with any financial institution, business or individual to whom **you** have assigned the indemnity on **our** approved form for that purpose. The assignee, at his/her request, may perform **your** duties under this Section 15 on **your** behalf.

- (3) **We** will determine **your** loss in accordance with crop loss adjustment procedures established by **us** or the *FCIC* and approved by **us** and in effect immediately prior to the time **your** insured crop suffers damage. No adjuster has any authority to deviate from such procedures. **We** will not be bound by any such deviation from approved loss adjustment procedures and, in the event of such deviation, **you** will allow **us** to reestablish the loss using the procedures as previously defined.

- (4) **We** may defer the adjustment of a loss for all insured perils until such time as the amount of loss can be measured. **We** will not pay for additional damage resulting from uninsured causes of loss or from your failure to provide reasonable care for the insured crop during the deferral period.

## 16. Settlement of Claim.

**We** will determine **your** loss in accordance with crop loss adjustment procedures established by **us** or the Federal Crop Insurance Corporation approved by **us**.

- (a) **We** will determine **your** loss on a unit basis (for the hybrid rice acres only). In the event **you** are unable to provide separate acceptable production records:

- (1) For any optional units, **we** will combine all optional units for which such production records were not provided; or
- (2) For any basic units, **we** will allocate any commingled production to such units in proportion to **our** liability on the harvested acreage for the units.

- (b) In the event of loss or damage covered by this policy, **we** will settle **your** claim on any unit by:

- (1) Multiplying the harvested production per acre by the *MPCl price* to calculate the revenue to count;
- (2) Subtracting the result of 16(b)(1) from **your dollar coverage** per acre;
- (3) Subtracting **your** actual MPCl indemnity per acre from the result of 16(b)(2);
- (4) Multiplying the result of 16(b)(3) by **your** acres;
- (5) Multiplying the result of section 16(b)(4) by **your** share.

- (c) The total production to count (in pounds) from all insurable hybrid rice acreage on the unit will be calculated the same way as **your MPCl policy**.

- (1) **All hybrid rice production must be stored separately by unit and from all other non-hybrid rice.**

(A) Should **you** fail to keep **your** hybrid rice production separate, **we** will apply **your** unit's *APH* used to compute the guarantee as the production to count for each unit for which you fail to keep production separate for the purpose of determining a loss.

- (d) Examples of indemnity calculations for harvested production (unique to this policy and for illustration purposes only):

(1) Assume:

- (A) **You** have 100 acres of hybrid rice in one basic unit.
- (B) **You** have a 65% MPCl APH policy.
- (B) The MPCl price per pound of rice is \$0.07/lb.
- (C) **Your** approved APH yield is 6800 lbs.
- (D) **Your** MPCl per acre guarantee is 4420 lbs.
- (E) **Your** share is 100%
- (F) **Your** chosen dollar coverage is \$475/ac for **your** hybrid rice.

**Case 1:** **You** harvest 5000 lbs. per acre on **your** hybrid rice. **You** also average 5000 lbs per acre on the entire unit (this includes **your** varietal rice):

Step 1: Calculate **your** revenue to count per acre

$$5000 * \$0.07 = \$350$$

Step 2: Calculate **your** MPCl indemnity

Since harvested production (5000) is above **your** MPCl per acre guarantee (4420), there is no MPCl payment.

Step 3: Calculate **your** indemnity

$$(\$475 - \$350 - \$0) * 100 = \$12,500$$

Step 4: Multiply by **your** share.

$$\$12,500 * 100\% = \$12,500$$

**Case 2:** **You** harvest 3000 lbs. per acre on **your** hybrid rice. **You** average 2500 lbs per acre on the entire unit (this is including the varietal rice):

Step 1: Calculate **your** revenue to count per acre on **your** hybrid rice

$$3000 * \$0.07 = \$210$$

Step 2: Calculate **your** MPCl indemnity

$$4420 - 2500 = 1920$$

$$1920 * \$0.07 = \$134$$

Step 3: Calculate **your** hybrid rice indemnity

$$(\$475 - \$210 - \$134) * 100 = \$13,100$$

Step 4: Multiply by **your** share.

$$\$13,100 * 100\% = \$13,100$$

- (e) In regards to Section 16(b)(3), if **your** hybrid rice acres only make up a portion of **your** MPCl unit, all of the production within the unit will be used to

determine **your** MPCl loss as per **your** MPCl policy. The resulting actual MPCl indemnity per acre on that unit is what will be subtracted from **your** dollar coverage per acre chosen under this policy.

*Note: If your underlying MPCl policy is a CRC or RA policy, the actual unit indemnity per acre will still be subtracted regardless of whether yield or price was the trigger.*

## 17. Premium

- (a) All premium for this policy is earned in full and payable on the date insurance attaches as provided herein.
- (b) The premium **we** will charge **you** for this policy will be based upon **our** rates in effect for the then current crop year.
- (c) Any earned premium **you** owe **us** under this policy, or any other insurance policy **you** may have with **us**, will be deducted from any payments **we** owe **you** under this policy or any other insurance policy **you** may have with **us**, even if such earned premium has not yet been billed.
- (d) **You** will pay the total annual premium to **us** each crop year this policy is in effect on or before the premium due date of the underlying rice MPCl policy. The fact **you** may have a pending claim or dispute concerning a claim does not in any way relieve **you** of the obligation to pay earned premium upon the premium due date, nor prevent interest from accruing on such unpaid premium as provided in this Section 17.
- (e) If you fail to pay any amounts due by the due date specified in any statement from **us**, interest will begin to accrue at the rate specified in the Underwriting Guidelines on the due date.
- (f) If **we** contract with a collection agency or employ an attorney to assist in collection of amounts due **us**, from **you**, **you** agree to pay all expenses of collection including but not limited to attorneys' fees.
- (g) All amounts **you** pay to **us** will first be applied to **our** expenses in collection (if any), second to the reduction of accrued interest, and then to the reduction of the principal balance due **us**.
- (h) This policy is not continuous. If any premiums and earned interest are not paid to **us** by the MPCl sales closing date of the following year, **you** will not be eligible for further coverage should such coverage be made available. If payment is received after the next MPCl sales closing date, **you** will remain ineligible for coverage for one year after such payment is received.
- (i) If **you** are a sole proprietor and not a partnership or corporation, and **you** sustain a loss of life by accidental means while carrying out **your** farming operation during the period between when coverage attaches and when coverage expires, for the insured crop, this policy will remain in force for that crop year, and the amount of premium charged for this policy will be waived. This waiver of premium is subject to notification and satisfactory evidence of accidental death given to **us** on or before 30 days after the end of coverage as explained in Section 11.

## 18. Failure of the Parties to Agree

- (a) In case of damage to **your** hybrid rice crop and failure of **you** and **us** to agree as to the loss, and the hybrid rice crop remains intact or

representative samples have been left as prescribed in Section 15 then:

- (1) If agreed to by both **you** and **us**, the loss can be set by appraisal.
  - (2) If **you** or **us** desire to set the loss by appraisal, the party requesting the appraisal will send a written request for appraisal to the other party. If the other party agrees to the demand for appraisal, it will notify the requesting party in writing.
  - (3) Once such demand is sent and received, each party must notify the other within 10 calendar days after sending or receiving such demand of their selection of a competent appraiser. For the purposes of this provision, a competent appraiser will be an individual with at least 10 years' experience in the adjustment of crop losses. **Our** selected appraiser can be the loss adjuster who originally adjusted the claim if he/she otherwise meets the qualifications outlined.
  - (4) The appraisers shall appraise the damage and set the loss. Agreement between the appraisers as to the loss shall be so documented and verified in writing and shall be final and binding on **you** and **us**.
  - (5) Should the appraisers fail to agree upon the loss, they, by mutual agreement, shall select a competent umpire with a minimum of five years' experience in the adjustment of crop losses. If the appraisers cannot mutually agree on the selection of an umpire within 10 calendar days, **you** or **we** may petition a judge of a court of record in the state in which the crop loss occurred for selection of an umpire.
  - (6) Upon selection of the umpire, each appraiser shall submit a written report of their finding to the umpire upon which written agreement by any two of these three shall be final and binding upon **you** and **us**.
  - (7) No loss determined by such an appraisal may result in an indemnity that exceeds the *coverage* provided under this policy.
  - (8) Should one of the parties (**you** or **we**) fail to select an appraiser within the time allowed herein, the appraiser selected by the other party will set the amount of loss in writing, and this determination will become binding upon **you** and **us**.
  - (9) Once the amount of *loss* is put in writing by these procedures, the appraisal may be entered in any court of competent jurisdiction as a final judgment.
  - (10) Each party will pay the expenses of their selected appraiser. The expenses of the umpire and costs of the appraisal will be paid by both parties equally.
  - (11) **We** will not be held to have waived any rights by any act relating to the appraisal.
- (b) Any controversy or claim arising out of or relating to this policy, the breach thereof, any incorrect or false statement of a past or present fact relating to damage, or erroneous action or advice by **our** licensed and authorized agent or employee that

is not resolved under the appraisal procedure above shall be resolved by binding arbitration unless prohibited by law in the state in which the insured crop is located.

- (1) The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (except those rules requiring only the American Arbitration Association to administer the arbitration shall not apply) or under rules of arbitration mutually agreed upon.
  - (2) No award determined by arbitration may exceed the *coverage* provided under this policy.
  - (3) Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof and shall be final, binding and non-appealable.
  - (4) Nothing in this Section shall preclude the controversy or claim from being resolved through mediation between the parties.
  - (5) Prior to completion of the arbitration, nothing contained herein shall be construed to limit or to preclude **you** or **us** from bringing any action otherwise permitted by applicable law in any court of competent jurisdiction for injunctive or provisional relief as **you** or **we** deem necessary or appropriate to compel **us** or **you** to comply with obligations created under this policy or to prevent damage to **your** insured crop(s).
  - (6) In addition, nothing contained herein shall be construed to limit or preclude **us** from joining with any action for injunctive or provisional relief, all monetary claims that **we** may have against **you** that arise out of the acts or omissions to act giving rise to the cause of action for injunctive or provisional relief.
  - (7) This arbitration provision shall be deemed to be self-executing and in the event, either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against the non-appearing party notwithstanding their failure to appear.
  - (8) It is the intent of **you** and **us** that any arbitration between **you** and **us** shall be based on **your** individual claim and that the claim subject to arbitration shall not be arbitrated on a multiple insured or class-wide basis.
  - (9) Any demand for arbitration must be filed within 12 months following the date **we** deny or settle **your** claim, or the end of the policy period in which the controversy arose, whichever is later.
  - (10) Any arbitration lawfully conducted under this Section shall be legally binding on both parties.
  - (11) Any failure to exercise the right to arbitration as provided herein shall result in a forfeiture of any rights to have the dispute resolved by any legal proceeding except in a state where such binding arbitration is prohibited.
- (c) Unless binding arbitration is prohibited by law in the state in which the insured crop is located, neither **you** nor **we** may file a lawsuit or take any

other similar legal action against the other based on any dispute arising out of or relating to this policy or any damage to **your** hybrid rice crop except as provided in the arbitration provision above or Section 18(d) below. Any action taken to enforce an arbitration decision must be taken within one year of the date of the decision. If this policy is issued with respect to a hybrid rice crop located in a state that prohibits binding arbitration, **you** cannot bring suit against **us** unless **you** have complied with all of the policy provisions. If **you** do file suit against **us** based on any action by **us** in regard to this policy, **you** must do so within one year of such action. If *coverage* was in force under this policy, then any suit must be filed within one year following the end of the policy period in which the controversy arose or the final settlement or denial of **your** claim, whichever is later. No court judgment may exceed the *coverage* provided under this policy.

- (d) Nothing in this Section shall preclude **us**, or **our** representatives from bringing an action in a court of competent jurisdiction to collect any amounts due **us** under the policy.
- (e) If **you** and **we** do not reach agreement on the amount of loss, and whether **we** determine the amount of loss through appraisal, arbitration or litigation, **you** are not entitled to pre-judgment interest on any indemnity.

#### 19. Concealment or Fraud

**We** will not provide this *coverage* if **you** or anyone acting on *your* behalf have intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, either before or after a loss.

- (a) This entire policy will be void at **our** sole option, with proper notice to **you** if, before or after a loss, **you** intentionally conceal or misrepresent:
  - (1) Any material fact or circumstance concerning this insurance;
  - (2) The subject thereof; or
  - (3) **Your** interest therein.

This entire policy also will be void at **our** sole option with proper notice to **you** if, before or after a loss, **you** commit any fraudulent act or false swearing relative to any material fact or circumstance.

#### 20. Subrogation

- (a) **We** may require from **you** an assignment of all rights of recovery against any party for loss to the extent that **you** have been *indemnified* by **us**.
- (b) Because **you** may be able to recover all or part of **your** loss from someone other than **us**, **you** must do all **you** can to preserve any such rights. All recoveries will be used to reduce the indemnity due to **you** or paid to **you** under this policy. If **we** pay **you** for **your** loss, **your** right of recovery belongs to **us**. If **we** recover more than **we** paid **you** plus **our** expenses, the excess will be paid to **you**.

#### 21. Conformity of Statues

If any terms of this policy conflict with the laws of the state in which the hybrid rice is grown, the conflicting terms will be construed so as to conform to such laws.

#### 22. Death of Insured

In the event of **your** death, the policy will continue in force for the benefit of **your** spouse, estate or legal

representative until cancellation of the insurance *coverage* in accordance with the provisions of this policy. Any premium owed **us** shall become the responsibility of the succeeding entity unless **your** death qualifies for waiver of premium as outlined in Section 17 (i).

#### 23. Assignment of Interest

**You** may not assign any of **your** interest in this policy without **our** prior written consent, and then only on a form approved by **us**.

#### 24. Assignment of Indemnity

**You** may assign to another party **your** right to an *indemnity* only on **our** form and with **our** consent. The assignee will have the right to submit the loss notices and forms required by the policy.

#### 25. Entire Agreement, Waiver or Change of Policy Provisions

This policy constitutes the entire agreement between **you** and **us**. Any waiver or change of any provision of this policy must be in writing and approved by **us**. **Our** request for an appraisal or examination under oath will not waive any of **our** rights.

# JDRP Hybrid Rice Policy

## ARKANSAS MANDATORY ENDORSEMENT

### THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

All italicized words in this *endorsement* are defined terms and have the same meaning as in the General Provisions of your JDRP Hybrid Rice Policy; and all italicized and underlined words in this *endorsement* are defined terms having the meaning provided in this *endorsement*.

### Endorsement Terms and Conditions

With respect to all *your* insured crop(s) in any *county* in the State of Arkansas, *your* policy is amended as follows:

- I. **Coverage Period.** Section 11 of the General Provisions of *your* policy is deleted in its entirety and the following is inserted in its place:

Unless this policy is canceled or terminated as provided in Section 8, in which case *coverage* expires as of the date of cancellation or termination, as to each insured crop *coverage* expires each *crop year* on each acre of the insured crop upon the earliest of:

1. The date harvest is completed;
2. The date the crop is abandoned;
3. The date the entire insured crop is destroyed as determined by *us*; or

*We* will not be liable for any *loss* to any insured crop after the date *coverage* expires as specified in this policy.

- II. **Cancellation of Insurance.** Section 8 of the General Provisions of *your* policy is amended as follows:

Section 8 (b) is deleted in its entirety and the following is inserted in its place:

- (b) *We* may cancel all or any part of the *coverage* provided by *us* under this policy at any time by notifying *you* in writing at least 20 days before the effective date and hour cancellation takes effect. However, *we* may cancel upon 10 days written notice to *you* in the case of non-payment. Notices of cancellation may be delivered or mailed to *you* at *your* mailing address shown on *your* Summary of Coverage. All notices of cancellation shall include a specific explanation of the reason or reasons for cancellation. Proof of mailing will be sufficient proof of notice.

After the insurance has been in effect for 60 days, *we* may cancel all or any part of the *coverage* provided by *us* under this policy during the *coverage period* only for one or more of the following reasons:

1. nonpayment of premium;
2. fraud or material misrepresentation made by or with the knowledge of *you* in obtaining this policy, continuing the policy, or in presenting a claim under this policy;
3. occurrence of a material change in the risk, which substantially increases any hazard, insured against after policy issuance.
4. violation of any local fire, health, safety, building or construction regulation or ordinances with respect to any insured property or occupancy of the property, which substantially increases any hazard insured against under this policy;
5. nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the insurer issuing this policy require payment as a condition of the issuance and maintenance of the policy; or
6. material violation of a material provision of this policy.

If *we* cancel all or any part of this policy, *we* will return no more than the prorated unused share of the premium paid for the amount of coverage per acre on the portion canceled. The cancellation will be

effective at the time stated in such notice without regard to whether *we* have made or offered such return at that time.

IV. **Failure of Parties to Agree.** Section 18 of the General Provisions of *your* policy is amended as follows:

Section 18 (a) is deleted in its entirety and the following is inserted in its place:

- (a) In case of *damage* to an insured crop and failure of *you* and *us* to agree as to the *loss*, and the insured crop remains intact or representative samples have been left as prescribed in Section 15(a) and the insured crop or samples have not been subject to additional *damage* as determined by *us*, then either *you* or *we* can demand in writing that the *loss* be set by appraisal. If the other party agrees to this demand, the appraisal process outlined in this Section shall be used to determine the *loss*. Once agreement is reached to invoke this Section, then:
1. each party must notify the other within 10 calendar days of their selection of a competent, impartial appraiser. For the purposes of this provision, a competent, impartial appraiser will be an individual with at least 10 years' experience in the adjustment of crop *losses*. *Our* selected appraiser can be the *loss* adjuster who originally adjusted the claim if he/she otherwise meets the qualifications outlined.
  2. the appraisers, by mutual agreement, shall select a competent, impartial umpire with a minimum of five years' experience in the adjustment of crop *losses*. If the appraisers cannot mutually agree on the selection of an umpire within 10 calendar days, *you* or *we* may petition a judge of a court of record in the state in which the crop *loss* occurred for selection of an umpire.
  3. upon selection of the umpire, the appraisers shall appraise the *damage* and set the *loss*. Agreement between the appraisers as to the *loss* shall be so documented and verified in writing. The agreement will be non-binding and voluntary.
  4. should the appraisers fail to agree upon the *loss*, each shall submit a written report of their finding to the umpire upon which written agreement by any two of these three will set the *loss*. This written report of an agreement will be non-binding and voluntary.
  5. no *loss* determined by such an appraisal may result in an *indemnity* that exceeds the *limit of insurance*.
  6. should one of the parties (*you* or *us*) fail to select an appraiser within the time allowed herein, the appraiser selected by the other party will set the amount of *loss* in writing. His written report will be non-binding and voluntary.
  7. once the amount of *loss* is put in writing by these procedures, the appraisal may be entered in any court of competent jurisdiction as a judgment. The judgment will be non-binding and voluntary.
  8. each party will pay the expenses of their selected appraiser. The expenses of the umpire and costs of the appraisal will be paid by both parties equally.
  9. *we* will not be held to have waived any rights by any act relating to the appraisal.

Section 18 (c) is deleted in its entirety and the following is inserted in its place:

- (c) Unless binding arbitration is prohibited by law in the state in which the insured crop is located, neither *you* nor *we* may file a lawsuit or take any other similar legal action against the other based on any dispute arising out of or relating to this policy or any *damage* to an insured crop except as provided in the arbitration provision above or Section 18(d). Any action taken to enforce an arbitration decision must be taken within one year of the date of the decision. If this policy is issued with respect to an insured crop located in a state which prohibits binding arbitration, *you* cannot bring suit against *us* unless *you* have complied with all of the policy provisions. If *you* do file suit against *us* based on any action by *us* in regard to this policy, *you* must do so within five (5) years of such action. If insurance did *attach* under this policy, then any suit must be filed within five (5) years following the end of the *insurance period* in which the controversy arose or the final settlement or denial of *your* claim, whichever is later. No court judgment may exceed the *limit of insurance*.



# INSURANCE POLICY

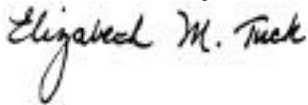
**THIS POLICY HAS BEEN ESPECIALLY DESIGNED FOR**

**BY AND THROUGH  
The Insurance Company  
of the State of Pennsylvania  
2704 Commerce Dr. Suite B, Harrisburg, PA 17110**

a Capital Stock Company

By signing below, the President and the Secretary of The Insurance Company of the State of Pennsylvania agree on behalf of The Insurance Company of the State of Pennsylvania to all the terms of this Policy. This Policy shall not be valid unless signed at the time of issuance by an authorized representative of The Insurance Company of the State of Pennsylvania, either below or on the Declarations page of the Policy.

*Elizabeth M. Tuck*  
**Secretary**



*John Q. Doyle*  
**President**



*Robert J. Coords*  
**Authorized Representative**



**ADMINISTERED BY MANAGING GENERAL AGENT  
JOHN DEERE RISK PROTECTION, INC.**

**6400 N.W. 86th Street, P.O. Box 6680, Johnston, Iowa 50131-6680  
1-866-404-9057**

<i>SERFF Tracking Number:</i>	<i>AGNY-125960672</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Insurance Company of the State of Pennsylvania</i>	<i>State Tracking Number:</i>	<i>#1476899 \$50</i>
<i>Company Tracking Number:</i>	<i>HR-09-03-F</i>		
<i>TOI:</i>	<i>02.1 Crop</i>	<i>Sub-TOI:</i>	<i>02.1001 Crop-Hail Non-Federally Reinsured Only</i>
<i>Product Name:</i>	<i>2009 Arkansas Hybrid Rice Form Filing</i>		
<i>Project Name/Number:</i>	<i>Crop - Supplement/HR-09-03-F</i>		

## Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>AGNY-125960672</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Insurance Company of the State of Pennsylvania</i>	<i>State Tracking Number:</i>	<i>#1476899 \$50</i>
<i>Company Tracking Number:</i>	<i>HR-09-03-F</i>		
<i>TOI:</i>	<i>02.1 Crop</i>	<i>Sub-TOI:</i>	<i>02.1001 Crop-Hail Non-Federally Reinsured Only</i>
<i>Product Name:</i>	<i>2009 Arkansas Hybrid Rice Form Filing</i>		
<i>Project Name/Number:</i>	<i>Crop - Supplement/HR-09-03-F</i>		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document- Property & Casualty	<b>Review Status:</b> Approved	12/30/2008
<b>Comments:</b>			
<b>Attachments:</b>			
AR Forms Transmittal.pdf			
ISOP Authorization Letter.pdf			

**Property & Casualty Transmittal Document**

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>					<b>Group NAIC #</b>
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>	
The Insurance Company of the State of Pennsylvania	Pennsylvania	19429	13-5540698		

<b>5. Company Tracking Number</b>	HR-09-03-F
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
John Sheeley 6400 NW 86 <sup>th</sup> Street PO Box 6680 Johnston, IA 50131-6680	Compliance Manager	866-404-9061 Extension, 73499	888-777-2564	sheeleyjohnne@johndere.com
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>		Greg Livingston		

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	Crop
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	Crop-Supplement
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	Private Product Insurance
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: January 5, 2009    Renewal:
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	
<b>17. Reference Organization # &amp; Title</b>	

<b>18.</b>	<b>Company's Date of Filing</b>	December 23, 2008
<b>19.</b>	<b>Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

PC TD-1 pg 1 of 2

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	HR-09-03-F
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Honorable Julie Benafield Bowman  
Commissioner of Insurance  
Arkansas Insurance Department  
Attention: Property & Casualty Division  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

RE: The Insurance Company of the State of Pennsylvania (ISOP) NAIC# 19429 FEIN 13-5540698  
2009 Hybrid Rice Form Filing  
Our File Number: HR-09-03-F

Dear Ms. Bowman:

Attached for your review and approval is our 2009 Hybrid Rice form filing.

The following items are included in this filing:

Filing fee in separate mailing  
Arkansas transmittals  
ISOP authorized representative statement  
Final forms

Our proposed effective date is January 5, 2009 or upon your approval.

If you have any questions or concerns, feel free to contact me at our office, toll free 866-404-9061, extension 73351.

Sincerely,

Greg Livingston-  
Insurance Specialist  
[livingstongreg@johndeere.com](mailto:livingstongreg@johndeere.com)

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #: Fee sent in mailing 12/23/08: SERFF #AGNY-125960672**  
**Check #: 1476899**  
**Amount: \$50.00**

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

PC TD-1 pg 2 of 2

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	HR-09-03-F
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Policy Jacket	2009	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Hybrid Rice Policy of Insurance	CS07HRPP	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Arkansas Mandatory Endorsement	CS07HRME	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1







**The Insurance Company of the  
State of Pennsylvania**  
**Executive Office**  
70 Pine Street  
New York, NY 10270  
212.770.7000

212.770.\_\_\_\_\_ (Direct Dial)

December 9, 2008

Re: JOHN DEERE RISK PROTECTION, INC.: AUTHORIZED REPRESENTATIVE OF  
THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

To Whom It May Concern:

The purpose of this letter is to inform the respective Departments of Insurance in the States of Alabama, Arizona, Arkansas, California\*, Colorado, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin and Wyoming that John Deere Risk Protection, Inc. is a duly authorized representative of The Insurance Company of the State of Pennsylvania for the purpose of filing crop hail rates and forms and other crop-related insurance policy rates and forms for the 2009 crop year and executing all related documents, including those certifying compliance with state regulations, in support of those filings. Such authority was granted John Deere Risk Protection, Inc. in a duly executed Managing General Agency Agreement between The Insurance Company of the State of Pennsylvania and John Deere Risk Protection, Inc.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Dangelo".

Charles H. Dangelo  
Senior Vice President

\*John Deere Risk Protection, Inc. does business as JDRP Crop Insurance Services in the State of California.

**AIG**

A Member Company of  
American International Group, Inc.